

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		06/27/2005	Agent:
RECEIVING PARTY DATA			
Name:	Fabral, Inc.		
Street Address:	3449 Hempland Road		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1383984	GRANDRIB 3	
Registration Number:	2182707	FLEX-A-SPOUT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Julie L. Dalke		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/atk/		
Date:	07/13/2005		
Total Attachments: 4			

OP \$65.00 1383984

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Fabral, Inc., a Delaware corporation ("Fabral"), is the owner of: (1) the trademark registrations and applications set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademark registrations and applications (the "Trademarks").

WHEREAS, pursuant to a certain Trademark Security Agreement dated as of March 15, 2002, by and among BNP PARIBAS, as Agent for the Secured Parties (the "Collateral Agent") and Fabral, in favor of the Collateral Agent (the "Trademark Security Agreement") the Collateral Agent was and is authorized to take certain actions necessary or appropriate relating to the Trademarks, including to grant and convey a release thereof.

WHEREAS, pursuant to the Trademark Security Agreement, Fabral granted to the Collateral Agent a security interest in all of Fabral's right, title and interest in, to and under any and all past, present and future trademarks, technology and know-how, and all licenses, royalties and other monies relating thereto, including but not limited to, the Trademarks. [*Grant as specified in the applicable Trademark Security Agreement*]

WHEREAS, the Trademark Security Agreement was duly recorded with the United States Patent and Trademark Office on February 19, 2003 at Reel/Frame No. 2684/0673.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations [*or other term as applicable*] as defined in the Trademark Security Agreement has been made, and hereby releases and discharges all right, title and interest in (if any), to and under Fabral's past, present and future trademarks and reassigns any and all rights conveyed thereunder (if any), as if said agreement had never been entered into, to Fabral.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations [*or other term as applicable*] as defined in the Patent Security Agreement has been made, and hereby releases and discharges all right, title and interest in (if any), to and under Fabral's past, present and future inventions, patents, and patent applications and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, and reassigns any and all rights conveyed thereunder (if any), as if said agreement had never been entered into, to Fabral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest granted to the Collateral Agent under the Trademark Security Agreement and re-assigns to Fabral all of its right, title, and interest (if any) conveyed thereunder, in the trademarks, technology and know-how of Fabral, whether currently or hereafter in existence, and all licenses, royalties and other monies relating thereto,

including but not limited to each Trademark set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by any of the aforesaid trademarks and the registrations of and applications for any of the aforesaid trademarks.

2. This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") has been executed and delivered by the Collateral Agent for the purposes described herein and for recordation, at Fabral's expense, with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world.

3. The Collateral Agent has a continuing obligation, at Fabral's expense, to sign all agreements, documents, or otherwise, necessary to carry out this Release and the obligations herein.

4. This Release shall be binding upon and inure to the benefit of Fabral's legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer, effective the ____ day of June, 2005.

BNP Paribas, as the Collateral Agent

By: 

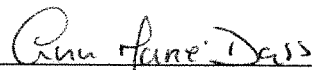
Name: CECILE SCHERER
Director

Title: Merchant Banking Group

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27 day of June 2005, personally appeared Cecile Scherer who, being by me duly sworn, deposes and says that he/she is the Director of BNP PARIBAS, a Banking corporation, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.


Notary Public **ANN MARIE DASS**
Notary Public, State of New York
No. 01DA6098659
Qualified in Queens County
Commission Expires Sept. 15, 2007

My Commission Expires:

September 15, 2007

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

FABRAL, INC. ---

Federal TM Registration	Registration No.	Registration Date
GRANDRIB 3	1,383,984	02/25/86
FLEX-A-SPOUT	2,182,707	08/18/98